

EXHIBIT 1: SERVICE LEVEL AGREEMENT BASIC

from

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-fleetster-

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SERVICE LEVEL AGREEMENT

The contractual relationship between Next Generation Mobility GmbH, having its registered office at Zielstattstr. 13, 81379 Munich, Germany (hereinafter referred to as "**fleetster**") and its customer for the fleetster software platform ("**Customer**"), is governed by the following service level agreement as part of fleetster's **standard terms and conditions** (<https://www.fleetster.net/legal/standard-terms-and-conditions.pdf>).

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1. SERVICE LEVEL AGREEMENT

1.1. Definitions

The following terms, as used herein, shall have the following meanings, whether used in the singular or plural (some terms are defined within the section in which they are used):

- **"Affiliate"** refers to any company owned or controlled directly or indirectly by NEXT GENERATION MOBILITY GMBH & CO. KG.
- **"fleetster applications"** refers to the fleetster Web-App (available via yourwhitelabelname.fleetster.de or the Customer's domain), fleetster iOS App and Android App.
- **"API"** refers to the application programming interface provided by the fleetster.
- **"Hardware"** refers to the hardware supplied by fleetster, e.g. Traka key cabinet or INVERS carsharing kit.
- **"Service"** refers to the fleetster Services provided to the customer pursuant to this Agreement: access to fleetster's websites requiring authentication, access to fleetster's API's and access to all fleetster's functionalities including fleetster's critical functionalities (see definition in section "Service Levels").
- **"Service Level"** means standards fleetster adheres to and by which it measures the level of Service it provides as specifically set forth below.
- **"Vehicles"** refers to the vehicles of the Customer that are managed through the software and maybe use Hardware (key cabinet, carsharing kit, etc.).
- **"Working hours"** are defined as 9am-6pm Monday-Friday in the time zone of fleetster's head office (Munich, Germany, UTC +1h), excluding public holidays at fleetster's head office.

1.1.1 Configuration requirements and acceptable use

Customers must adhere to any required configurations, use supported platforms, and follow any policies for acceptable use in order to receive Service. Details of the required configurations, supported platforms and policies for acceptable use can be obtained at any time by contacting info@fleetster.net.

1.1.2 SLA Exclusions

This SLA and any applicable Service Level do **not apply** to any performance or availability issues:

- Hardware and connected services such as third party APIs or data delivery through third-party-networks;
- Due to factors not foreseeable and /or outside fleetster's reasonable control;
- Due to external factors i.e. not related with fleetster's software;
- That resulted from Customer's or third-party's hardware or software;
- That resulted from actions or inactions of the Customer or third parties;
- Caused by Customer's use of the Service after fleetster advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
- During scheduled downtime; or
- During beta and trial services.

This SLA does not apply for recovery procedures caused by the Customer deleting or removing data by accident.

1.2. Service Levels

- **“Critical Functionality”** is defined as a functionality that is critical for ensuring the Service required by the Customer. The critical functionalities in the context of this Agreement are: access to the fleetster applications requiring authentication, access to the APIs provided by fleetster, booking vehicles online, key management, opening vehicles via the smart phone app and starting bookings. Problems linked to a specific user, a specific user account, a single OBU, or a specific smartphone shall not be considered as a Critical Functionality.
- **“Downtime”** is defined as any period of time when the Customer is unable to use a Critical Functionality for all its users. The Downtime is calculated using fleetster’s application availability in minutes. The Downtime must be reported by the Customer in the fleetster ticketing system (see section “Trouble Reporting”) to be taken into account. Downtime does not include the period of time when the Services are not available as a result of: (i) Scheduled Downtime or scheduled network, hardware, or service maintenance or upgrades; or (ii) the acts or omissions of the Customer or the Customer’s employees, agents, contractors, or vendors, or anyone gaining access to the Services; or (iii) Customer requested changes; (iv) third party’s actions or inactions; or (v) a case of force majeure.
- **“Force Majeure”**. Any Downtime in Services or Critical functionalities will not be considered a breach of this Agreement if and to the extent caused by events beyond fleetster’s reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, telecommunication stoppage, vandalism, or sabotage (“Force Majeure”). fleetster’s obligations hereunder will be suspended to the extent caused by Force Majeure so long as the Force Majeure continues.
- **“Scheduled Downtime”** is defined as:
 - Downtime within scheduled maintenance windows. The notice is 5 working days in advance; or
 - Downtime of less than one minute.

Cumulative monthly Scheduled Downtime should not exceed 2 hours.

Scheduled Downtime is not considered Downtime for purposes of this SLA.

1.3. Trouble reporting

This SLA includes corrections of troubles linked to critical functionalities but also analysis or correction of troubles related to major or minor level of availability. Those three levels of unavailability are detailed as follows:

BASIC			
Levels of unavailability	Trouble Report	First attempt to solve the problem	
		during working hours	outside working hours
Level 1: DOWNTIME	T0 = Trouble received by email	2 h	18 h
Level 2: MAJOR		48 h	86 h
Level 3: MINOR		7 weeks	7 weeks

1.4. Levels of unavailability

1.4.1 Level 1: DOWNTIME

- Critical Functionality
- All users of one Customer are affected
- Examples:
 - No user is able to login and the "forgot password" function is not working
 - Unable to generate a key box PIN
 - Apps are not working

1.4.2 Level 2: MAJOR

- Non-critical functionality is affected
- Technical-functional bug
- The problem needs to be reproducible on other systems by fleetster based on clear instructions from the Customer
- Examples:
 - Self-service booking doesn't start automatically
 - Wrong currency is displayed
 - Reallocation doesn't happen for delayed vehicle

1.4.3 Level 3: MINOR

- Minor failure
- Non-critical functionality
- Does not prevent the use of the Services
- The problem needs to be reproducible on other systems by fleetster based on clear instructions from the Customer
- Examples:
 - Reason is missing in booking reject E-Mail
 - Analytics with granularity months shows incorrect active/used vehicle
 - Background image loads strange
 - User cannot upload profile picture

1.4.4 Exceptions

- Scheduled downtimes
- Force Majeure events

1.5. Reporting a Downtime

1.5.1 Reporting Process

All troubles encountered by the Customer must be reported via customer-support@fleetster.net.

In case the it is not possible to send an email, the user can call fleetster's emergency hotline: +49 89 125 010 220.

Whenever the issue is solved, fleetster sends a written report to the Customer, explaining the reason for the unavailability and, if applicable, why fleetster is not responsible for it. fleetster is allowed to send the report via E-Mail.

1.5.2 Misusage

Any misusage or abuse of the emergency hotline or the ticketing system will be billed separately to the Customer.

1.5.3 Exceptions

This SLA does **not** include the ability for the customer to introduce change requests, new-feature requests or improvements of the system.

1.6. Sanctions

A breach is defined as

- First attempt to solve the issue took longer than guaranteed in [1.3](#)
- The issue was not solved within double the time between T0 and the first attempt (e.g. more then 4 hours for a Downtime during working hours).

In case of breach of recovery time by fleetster the Customer has the right to terminate all contracts with fleetster for good cause. This applies only for fleetster licenses and not for hardware. The service level for hardware is part of the respective terms of each hardware.

1.7. General Terms

This Agreement shall be effective on the date the Customer accepts fleetster's Standard Terms and Conditions and shall automatically expire upon the termination or expiry of the Standard Terms and Conditions and Service License Agreement entered into by the Parties. Any previously agreed service level agreements are hereby declared invalid.